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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF:

Jaime L. Casiano Colon,

Debtor

CASE NO: **10-01471 BKT**

CHAPTER: **13**

Banco Santander,
Movant,

Jaime L. Casiano Colon,
Nilda Rosa Vega Torres,
Debtors-Respondents,

Alejandro Oliveras Rivera,
Trustee

MOTION FOR RELIEF OF STAY UNDER 11 U.S.C. 362

TO THE HONORABLE COURT:

COMES now movant, **Banco Santander**, hereinafter referred to as "Santander", by the undersigned attorney, and very respectfully alleges and prays:

1. Jaime L. Casiano Colon hereinafter will be referred to as "**the debtor**". Nilda Rosa Vega Torres is named as co-guarantor and co-owner of the property.
2. Santander, a secured creditor in the above captioned case, has not been offered nor provided adequate protection as required by section 362 of the Bankruptcy Code. Consequently, it moves to request that the automatic stay be lifted in order to continue with the mortgage foreclosure proceedings.
3. The pertinent part of section 362 states that:
 - (d) On request of a party in interest and after notice and hearing, the court shall grant relief from stay provided under subsection (a) of

UK UK

this section, such as by terminating, annulling, modifying, or conditioning such stay-

- (1) For cause, including the lack of adequate protection of an interest in property of such party in interest
- (2) With respect to a stay of an act against property under subsection(a) of this section, if---
 - A) The debtor does not have an equity in such property ; and
 - B) Such property is not necessary to an effective reorganization;

4. Santander, is the holder in due course of a mortgage note in the principal sum of \$70,000.00, bearing interest at 7.0%, per annum ("the note"). The indebtedness evidenced by the note is secured by a mortgage executed before the notary public Pedro A. Lopez Villafañe on October 6th, 2003, deed number 360 ("the mortgage"). Attached hereto as **Exhibit 1** is a copy of the note and as **Exhibit 2** a copy of a title search that evidences Santander's secured status.
5. The debtors' payment plan requires that the debtors make monthly regular post petition payments directly to Santander.
6. The debtors have not made the monthly installments due to movant having incurred in a total of 7 post-petition installments in arrears to «BancoAbreviado» amounting to \$4,376.13. Since then the installment of **April** has accrued for a total arrearage of \$4,899.43. See **Exhibit 3** attached hereto and made part hereof for an itemized statement of the arrearage.
7. The debtors' failure to make payments due under the mortgage note, results in the debtors' material default with the terms of the plan.
8. Santander has not been offered and does not have adequate protection for the above mentioned security interest. Moreover, the debtors have failed to make post petition payments as called for under the terms of the plan. Consequently "cause" exists to lift the automatic stay.

9. In view of the foregoing Santander respectfully requests for an order lifting the automatic stay pursuant to sections 362(d)(1) of the Bankruptcy Code.
10. Attached hereto as **Exhibit 4** is the non military service affidavit required for the entry of an order by default by the Servicemembers' Civil Relief Act, 50 USC Appx. §521.

WHEREFORE, Santander respectfully prays that an order be entered authorizing the relief from the automatic stay pursuant to section 362 (d)(1) of the Bankruptcy Code, granting costs, expenses and attorney's fees to Santander and authorizing Santander to proceed with the foreclosure of the mortgage against the property of the debtors, with such further relief as is just and proper.

RESPECTFULLY SUBMITTED

I HEREBY CERTIFY that this 13 day of April, 2011, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: the Trustee, Alejandro Oliveras Rivera and to the debtors' attorney, Jose M. Prieto Carballo.

MARTINEZ & TORRES LAW OFFICES
P.O. Box 192938
San Juan, PR 00919-2938
Tel. (787) 767-8244: Fax (787) 767-1183

s/ Vanessa M Torres Quiñones

Vanessa M Torres Quiñones
USDC -PR 217401
vtorres@martineztorreslaw.com



March 23, 2011

Martinez & Torres Law Office

.....

STATEMENT OF ACCOUNT

Name: **JAIME CASIANO COLON**

Filing Date: **2/26/2010**

Bankruptcy case: **10-01471**

Loan: **25401**

Due on Post Petition since 9/1/2010 until 3/1/2011

| | | | | |
|-------------|---|---|-----------|-------------|
| Payments | 7 | X | \$ 523.30 | \$ 3,663.10 |
| Late Charge | 7 | X | \$ 23.29 | \$ 163.03 |
| Atty Fees | | | | \$ 550.00 |

Total **\$ 4,376.13**

Principal Balance **\$ 64,262.97**


Providencia Pérez

Oficial Quiebras Hipotecarias
Banco Santander Puerto Rico
t. 787-281-3137
providencia.perez@bspr.com

NOTE

PAGARE

Carolina

Puerto Rico

October 6th.

2003

US\$ 70,000.00

-FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay SANA INVESTMENT MORTGAGE BANKERS, INC.
 -Por valor recibido, el (los) suscriptor(es) ("Deudor") prometen(p) pagar a SANA INVESTMENT MORTGAGE BANKERS INC

or order the principal sum of SEVENTY THOUSAND (\$70,000.00)
 o a su orden la suma principal de _____

Dollars with interest on the unpaid
 Dólares con intereses sobre el balance

principal balance from the date of this Note, until paid, at the rate of SEVEN (7%)
 Insoluto de principal desde la fecha de este Pagaré hasta su pago a razón de _____

percent per annum. Principal and interest shall be payable at San Juan, Puerto Rico or such other place as
 por ciento anual El principal e intereses pagaderos en San Juan, Puerto Rico o en cualquier otro lugar que

the Note holder may designate in writing, in consecutive monthly installments of FOUR HUNDRED SIXTY FIVE DOLLARS AND
 el tenedor de este Pagaré indique por escrito, en plazos mensuales y consecutivos de _____
SEVENTY ONE CENTS

Dollars (US\$ 465.71), on the first day of each month beginning the first of December 2003 until the
 Dólares (US \$ _____), en el primer día de cada mes comenzando el 1ro de _____ hasta que

entire indebtedness evidenced hereby is fully paid except that any remaining indebtedness if not sooner paid shall be due and payable
 se pague totalmente la deuda evidenciada por el presente, excepto que la deuda restante, si no antes pagada quedara vencida y pagadera

on the first day of November, 2033
 en el día primero de _____

-If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower,
 Si cualquier plazo mensual bajo este Pagaré no es pagado cuando vence y permanece impagado luego de la fecha especificada en la notificación al Deudor

the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the
 la suma total de principal pendiente de pago e intereses acumulados sobre la misma quedarán inmediatamente vencidos y pagaderos a opción del

Note holder. The date specified shall not be less than thirty days from the date such notice is mailed The Note holder
 tenedor de este Pagaré la fecha especificada no será anterior a treinta días a partir de la fecha de envío por correo de dicha notificación El tenedor de este Pagaré

may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought
 podrá ejercitar esta opción de aceleración durante cualquier incumplimiento del Deudor no ampare cualquier indulgencia de morosidad anterior. De radicar

to collect this Note, the Note holder shall be entitled to collect in such proceeding the agreed and liquidated amount of ten
 para el cobro de este Pagaré, el tenedor de este Pagaré tendrá derecho a cobrar en dicho procedimiento la suma pactada y líquida de diez

percent of the original principal amount hereof less over costs and expenses of suit, including but not limited to, attorney's fees.
 por ciento de la suma original de principal del presente para cubrir las costas y gastos de dicho procedimiento, incluyendo sin implicar limitación, honorarios de abogados

-Borrower shall pay to the Note holder a late charge of five percent of any monthly installment not received by the Note
 -El Deudor pagará al tenedor de este Pagaré un cargo por pago atrasado de cinco por ciento de cualquier plazo mensual que no sea recibido por el tenedor de este

holder within Fifteen days after the installment is due. Borrower may prepay the principal amount outstanding in whole or in part.
 Pagaré dentro de Quince días después de la fecha de vencimiento de dicho plazo El Deudor podrá pagar por anticipado la totalidad o parte del balance insoluto de

The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in
 principal El tenedor de este Pagaré podrá requerir que cualesquiera pagos parciales (i) sean hechos en la fecha en que vencen plazos mensuales y (ii) sean en la

the amount of that part of one or more monthly installments which would be applicable to principal Any partial prepayment shall
 la cuantía de aquella parte de uno o más plazos mensuales que sería aplicable a principal Cualquier pago parcial por

be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or
 anticipado será aplicado contra el principal insoluto y no pospondrá la fecha de vencimiento de cualquier plazo mensual subsiguiente

change the amount of such installments, unless the Note holder shall otherwise agree in writing.
 ni cambiará el monto de dichos plazos a menos que el tenedor de este Pagaré acuerde lo contrario por escrito

If within five years from the date of this Note, the undersigned makes any prepayments in any twelve month period beginning with
Si dentro de cinco años desde la fecha de este Pagare los suscritientes hacen cualquier pago anticipado en cualquier periodo de doce meses consecutivos con
the date of this Note or anniversary dates thereof ("loan year") with money lent to the undersigned by a lender other than the holder
la fecha de este Pagare o la de sus aniversarios ("año del préstamo") con dinero prestado a los suscritientes por un prestador que no sea el tenedor

hereof, the undersigned shall pay the holder hereof (a) during the first year of the loan three per cent of the amount by which the
del presente los suscritientes pagarán al tenedor del presente (a) durante el primer año del préstamo el tres (3) por ciento de la cuantía por
sum of prepayments made in any such loan year exceeds twenty percent of the original principal amount of this note and (b) during
la cual el total de los pagos anticipados hechos en cualquier año exceda el veinte por ciento de la cantidad original del principal de este pagare y (b) durante

the second and third loan year two per cent of the amount by which the sum of prepayments made in any such loan year exceeds
el segundo y tercer año del préstamo dos (2) por ciento de la cuantía por la cual el total de los pagos anticipados hechos en ese tiempo exceda
twenty percent of the original principal amount of this Note (c) DURING THE FOURTH AND FIFTH LOAN YEAR one per cent of
al veinte por ciento de la cantidad original del principal de este Pagare (c) durante el cuarto y quinto año del préstamo uno (1) por ciento

the amount by which the sum of prepayment made in any such loan year exceeds twenty per cent of the original principal amount
de la cuantía por la cual el total de los pagos anticipados exceda el veinte por ciento de la cantidad original
of this Note
del principal de este Pagare

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof.
Por lo presente se renuncian los derechos de presentación, aviso de rechazo y protesto por todos los otorgantes, fiadores, garantizados y endosantes del presente
This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers and shall be binding upon them
Este Pagare constituye obligación solidaria de todos sus otorgantes, fiadores, garantizados y endosantes y les obliga, así como a sus

and their heirs, personal representatives, successors and assigns
herederos, representantes, personales, sucesores y cesionarios

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at
Cualquier notificación al Deudor dispuesta en este Pagare deberá ser enviada por correo certificado dirigido al Deudor a
the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice
la Dirección de la Propiedad que abajo se indica o a cualquier otra dirección que el Deudor designe mediante notificación al tenedor de este Pagare. Cualquier notificación

to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address
al tenedor de este Pagare deberá ser enviada por correo certificado con acuse de recibo, al tenedor de este Pagare a la dirección
stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower
indicada en el primer párrafo de este Pagare o a cualquier otra dirección que se haya designado mediante notificación al Deudor

The indebtedness evidenced by this Note is secured by a Mortgage, dated of even date herewith, on property as indicated in
La deuda evidenciada por este Pagare está garantizada por una Hipoteca, de fecha igual a la del presente sobre propiedad según indicada en

Deed number 360 before the subscribing Notary
la Escritura número ante el Notario suscribiendo

NORBERT SOLIS BENTON
As Witness of
NILDA ROSA VEGA TORRES

JAIME LUIS CASIANO COLON

17 block 118 523 St.
Villa Carolina Dev.
Carolina, PR 00985

NILDA ROSA VEGA TORRES

Affidavit Number: "62,334"

(Execute Original Only)
(Oírquese el original únicamente)

Acknowledged and subscribed before me by the above signatories of the personal circumstances contained in the Mortgage
Deed hereinbefore described I have identified as expressed above in said deed

NOTARY PUBLIC
Notario Público



PAY TO THE ORDER OF

Without Recourse
SANA INVESTMENT MORTGAGE BANKERS, INC

By: _____

ESTUDIO DE TITULO

CASO PARA : MARTÍNEZ & TORRES LAW OFFICES, P.S.C.
ATENCION : MARIA BALDERA HIRALDO
CASO NUMERO : N/E 55561
REFERENTE : JAIME CASIANO COLON
FINCA NUMERO : 33644, inscrita al folio 240 del tomo 837 de Carolina,
Registro de Carolina, sección II

DESCRIPCIÓN:

URBANA: Solar radicado en la Urbanización Villa Carolina, Quinta Sección, situada en el Barrio Hoyo Mulas de Carolina, Puerto Rico, que se describe en el plano de inscripción de la urbanización, con el número 17 de la manzana 188 (**así consta**), con un área de 324.00 metros. En linderos: por el Norte, con la calle 523, en una distancia de 13.500 metros; por el Sur, con el solar 13, en una distancia de 13.500 metros; por el Este, con los solares 15 y 16, en una distancia de 24.00 metros; y por el Oeste, con el solar 18, en una distancia de 24.00 metros. Enclava edificación.

TRACTO:

Se segrega de la finca número 28775, inscrita al folio 2 vto del tomo 716 de Carolina.

DOMINIO:

Consta inscrita a favor de JAIME LUIS CASIANO COLON y su esposa, NILDA ROSA VEGA TORRES, quienes adquieren por compra a Efraín Trinidad Cortés y su esposa, Carmen Rosa Robles Flores, por la suma de \$45,800.00, según escritura número 18, otorgada en Carolina, el 13 de febrero de 1985, ante el notario Aramis Lozada Rivera. Inscrita al folio 242 vto del tomo 837 de Carolina. Inscripción tercera.

GRAVÁMENES:

Afecta por su procedencia:

Servidumbres a favor de la Autoridad de Acueductos y Alcantarillados, Autoridad de Fuentes Fluviales, Municipio de Carolina, finca 22872, finca 6904 de Torrecillas Realty Corporation y condiciones restrictivas.

Por sí a:

HIPOTECA:

Constituida por Jaime Luis Casiano Colón y su esposa, Nilda Rosa Vega Torres, en garantía de un pagaré a favor de SANA INVESTMENT MORTGAGE BANKERS, INC., o a su orden, por la suma de \$70,000.00, con intereses al 7% anual y venciendo el 1 de noviembre del 2033, según escritura número 360, otorgada en San Juan, el 6 de octubre del 2003, ante el notario Pedro A. López Villafañe. Inscrita al folio 88 del tomo 1348 (ágora) de Carolina. Inscripción novena.

Continúa.....

CASO: 55561

FINCA: 33644

PAGINA: 2

REVISADOS: Libro de Embargos, Sentencias, Embargos Federales y Bitácora Electrónica, a 28 de marzo del 2011.

L.J.N. TITLE SEARCH COMPANY INC.

APARTADO 4511

CAROLINA, PUERTO RICO 00984

Tel. (787) 791-5381 / Fax (787) 791-5304



Por: _____

OFICIAL AUTORIZADO

SVL/ea

ADVERTENCIA: El presente informe representa la realidad registral según la información contenida en los Registros Oficiales del Registro de la Propiedad. La bitácora electrónica no es un libro oficial del Registro, por lo tanto no somos responsables de errores u omisiones en su contenido.

Department of Defense Manpower Data Center

Apr-11-2011 06:17:21



Military Status Report
Pursuant to the Service Members Civil Relief Act

| ◀ Last Name | First/Middle | Begin Date | Active Duty Status | Active Duty End Date | Service Agency |
|---------------|--------------|--|--------------------|----------------------|----------------|
| CASIANO COLON | JAIME L. | Based on the information you have furnished, the DMDC does not possess any information indicating the individual status. | | | |

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenseink.mil" URL <http://www.defenselink.mil/fag/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.
Report ID:EA0VOPG0RL

Department of Defense Manpower Data Center

Apr-11-2011 06:19:30



Military Status Report
Pursuant to the Service Members Civil Relief Act

| Last Name | First/Middle | Begin Date | Active Duty Status | Active Duty End Date | Service Agency |
|----------------|---------------|--|--------------------|----------------------|----------------|
| VEGA TORRES | NILDA ROSA | Based on the information you have furnished, the DMDC does not possess any information indicating the individual status. | | | |

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
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Report ID:5P9TNNJU0J